

PROJECT AGREEMENT

between the
THE UNITED STATES DEPARTMENT OF AGRICULTURE
ECONOMIC RESEARCH SERVICE
(hereinafter referred to as ERS),
NATIONAL AGRICULTURAL STATISTICS SERVICE
(hereinafter referred to as NASS),
and the

_____ (NAME of UNIVERSITY/INSTITUTION/AGENCY)
(hereinafter referred to as _____) (name of organization)

SUBJECT:

Access by specified _____ (name of organization) staff to the ERS/NASS Agricultural Resource Management Survey (ARMS) data which have been collected and acquired for exclusively statistical purposes under a pledge of confidentiality.

MEMORANDUM OF UNDERSTANDING REFERENCE NUMBER:

The Memorandum of Understanding, referred to as MOU (# or name), serves as the foundation for the cooperation between _____ (name of organization), ERS, and NASS regarding the use of ARMS data for strictly statistical purposes. All projects that access the ARMS must adhere to and abide by the provisions laid out in the Memorandum of Understanding.

DATA SHARING:

The Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA), Title V of the E-Government Act of 2002 (Public Law 107-347), Subtitle A, establishes standards and requirements that provide the legal authority for any party entering into this Memorandum of Understanding. CIPSEA allows Federal agencies that collect data under the pledge of confidentiality to share individual identifiable data for statistical purposes only, to deny use of the data for nonstatistical purposes, such as enforcing regulations or release under the Freedom of Information Act (FOIA), and to punish those who disclose identifiable information about individual respondents.

PENALTIES:

The protection of data collected under this law is supported by a penalty of a Class E Felony for a knowing and willful disclosure of confidential data. This includes imprisonment for up to five (5) years and fines up to \$250,000. Any violation of this Memorandum of Understanding may also be a violation of Federal criminal law under the Privacy Act of 1974, 5 U.S.C. 552a. In addition to the imposition of civil/criminal fines and penalties, any violation of data confidentiality will result in the termination of this Agreement and the Memorandum of Understanding.

DISSEMINATION AND DISCLOSURE REVIEW OF INFORMATION:

The _____ (name of organization) _____ will submit a copy of all drafts reporting data summaries or analytical findings from the ARMS to ERS and NASS for disclosure review prior to public dissemination and will provide final copies of any publications. Only reviewed and approved summary or statistical results, analyses, or other information developed as a result of any research based on ARMS data made available under this Agreement and the associated MOU may be published. Planned publications may include articles in professional journals, inhouse publications, and posters or presentations at professional meetings. Parameter estimates from the data may be used in models to estimate economic and environmental impacts.

NAME OF THE PROJECT: _____

PROJECT LEADER(S):

Name
Title
Address
Phone number:
Email address:

PROJECT DESCRIPTION:

PROJECT OBJECTIVES:

HOW ARMS DATA WILL BENEFIT THIS PROJECT:

HOW ARMS DATA WITHIN THE CONTEXT OF THE PROJECT WILL CONTRIBUTE SIGNIFICANTLY TO A FURTHER UNDERSTANDING OF THE AGRICULTURE SECTOR, THEREBY BENEFITING USDA AND THE PUBLIC WHICH IT SERVES:

WHAT SPECIFIC ARMS DATA WILL BE USED:

START DATE:

END DATE:

PROJECT PARTICIPANT INFORMATION (for each person):

Name
Title
Phone number:
Email address:

SECURITY:

1) Each member of the project, including the Project Leader, must participate in the confidentiality training and sign the ERS/NASS Agreement of

Confidentiality;

2) Each member will attend annual confidentiality training and re-certify the ERS/NASS Agreement of Confidentiality;

3) Each member will require a USDA-authenticated Level 2 ID and will safeguard his/her ID and password in accordance with the ERS/NASS Agreement of Confidentiality;

4) Each member will not allow his/her Internet browsers to “remember” the USDA-authenticated Level 2 IDs and passwords, so he/she must re-enter the ID and password at future sessions;

5) Each member will ensure that his/her computing environment does not expose confidential data to unauthorized individuals; and

6) During on-site visits, no data, including printouts, diskettes, compact disks, or electronic transmissions, will be removed without the approval of the ERS, NASS, or State NASS Statistician.

SIGNATURES:

The _____ (name of organization) Project Leader shall sign this Project Agreement below. The Project Leader certifies, by his/her signature, that all provisions of this Project Agreement and Memorandum of Understanding referenced in this document will be adhered to and enforced by all participants of this project.

Signature of Project Leader: _____

Type or Print Name of Project Leader: _____

Date: _____

The _____ (name of organization) designated Senior Official shall sign this Project Agreement below. The Senior Official certifies, by his/her signature that this Project has been reviewed and approved for access and use of the ARMS data.

Signature of Senior Official: _____

Type or Print Name of Senior Official: _____

Date: _____

The Economic Research Service (ERS) and the National Agricultural Statistics Service (NASS) concur in the Project Agreement and authorize access by the _____ (name of organization) to the ARMS data. This is effective as of the date of the ERS and NASS representatives' signature below.

Signature of ERS Official: _____

Type or Print Name of ERS Official: _____

Title of ERS Official: _____

Date Approved: _____ Telephone: (_____) _____

Signature of NASS Official: _____

Type or Print Name of NASS Official: _____

Title of NASS Official: _____

Date Approved: _____ Telephone: (____) _____